

MEMORANDUM

OF

WINDCHANTS CONDOMINIUM ASSOCIATION.

1. **Name** : WINDCHANTS CONDOMINIUM ASSOCIATION.
2. **Regd. Office** : Windchants Community Center, Windchants Sector-112, Gurugram, Haryana
3. **Jurisdiction** : State of Haryana.
4. **Aims & Objects** : The Aims and Objects of the Society are as under:-
 - (i) To be and to act as the Association of Apartment Owners of the group housing building complex called Windchants Group Housing Complex (hereinafter called "complex") who have filed their respective declarations submitting their apartments to the provisions of the Act.
 - (ii) To invest or deposit contributions and other moneys with the Association.
 - (iii) To ensure that the complex is properly managed, maintained and administered in a manner compatible with the standards and expectations of the apartment owners.
 - (iv) To provide for the maintenance, repair and replacement of fittings, fixtures, appurtenances or other property requiring maintenance, repair and replacement comprised in common areas and facilities by contribution made by the apartment owners, and if necessary, by raising loans for that purpose.
 - (v) To work for promoting the spirit of cooperation, unity and fraternity among the residents by organizing or helping in organizing social, cultural and other programs.
 - (vi) To protect and promote the common interests and rights of the residents and to work for the welfare and improvement of colony and its neighboring areas.
 - (vii) To foster a spirit of mutual help and good-will among the members of the colony in general and the members of the association in particular thereby promoting communal harmony and national integration.



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- (viii) To establish and conduct educational, physical, social and recreational activities for the benefit of the apartment owners on its own account or jointly with individuals or institutions.
- (ix) To do all things necessary or/ and otherwise provide for the attainment of the objects specified in these bye-laws.
- (x) To promote a healthy and meaningful social life in the areas of the Association.
- (xi) To undertake such other activities as the Governing Body of the Society/General Body may decide to undertake.
- (xii) To provide for the maintenance, repair and replacement of the common areas and facilities by contribution by the members of Association.
- (xiii) To engage, employ or hire appropriate staff, workers, legal experts and other professionals attorney, managers and agents for the work in furtherance of the aims and objects of the Association and to pay their wages, salaries, stipends or fees.
- (xiv) To collect and spend funds for the aims and objects of the Association.
- (xv) Without prejudice to the generality of the above objects and for effectively carrying out of the same, the society shall have power to receive, hold and possess any property including securities of any kind and to construct and maintain any building, and to enter into any contract for or in connection with the purposes of the society to raise funds by creating charge over the assets of the society or otherwise for the benefit of the society and to accept the management of any trust or endowment in which the society may be interested.
- (xvi) To get the registration of the society under Income Tax Act and Foreign Contribution (Regulation) Act etc. with the appropriate departments of Central Government for seeking exemptions/benefits available to society.
- (xvii) To open appropriate bank accounts as may be convenient from time to time such as SB Account, Current A/c, Fixed Deposit A/c., Short Term deposit A/c., Locker A/c. for safe deposit with Bank etc. as per resolution of the Governing Body of Society.
- (xviii) To do generally all other acts and things as may deem to the society to be convenient and /or conducive to the carrying out of the aims and objects of the society:

5. **CONDITIONS:**

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1. That no member of the society shall derive any financial benefits for income/ funds of the Society.
2. That the Society will not sell or dispose of its properties what so ever in any manner except as per Chapter 9 Section 42 of the Haryana Registration and Regulation of Societies Act, 2012 i.e. "All property movable and immovable, belonging to a society, whether acquired before or after its registration, if not vested in the trustees, shall vest in the society, and any such property may be referred to as the property of such society in any legal proceedings.

Provided that in case society is registered for the purposes of the Haryana Apartment Ownership Act, 1983 (Act 10 of 1983), a housing society registered as a society for the operation, management and maintenance of facilities for the residents or civic amenities of any defined area, the property may vest in the members or their successor-in-interest who have contributed for acquisition of such property."

3. That no Society is registered with similar name and style in Haryana.
4. That the list of duly elected executive/Governing Body members and final account of the Society duly audited by the registered C.A. shall be submitted to the District Registrar, Firms and Societies, Gurgaon within 30 days of end of every financial year.
5. That the constitution of the Governing Body, appointed or elected for the first time or thereafter shall be valid on upon approval thereof by the District Registrar and its tenure shall commence from the date of its approval as per Chapter 8 Section 33 clause 5 of the Haryana Registration and Regulation of Societies Act, 2012.
6. That the provisions of the Haryana Registration and Regulation of Societies Act, 2012 shall be duly complied with.
7. The income and property of the Society shall be applied solely towards the promotion of the objects of the Society as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred directed in directed to any member of the Society.
8. No member of the Society shall be appointed to any salaried position within the Society, or any office of the Society.
9. The Society by its constitution is required to apply its profit if any, or any other income in promoting its objects.
10. If upon the winding up or dissolution of the Society there is any surplus after satisfaction of all its debts and liabilities and property whatsoever, the same shall not be paid to or distributed among the members of the society, but shall be given or transferred to some other Institution having objects similar to the objects of the Society to be determined by the members of the Society at or before the time of dissolution.



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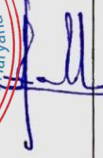
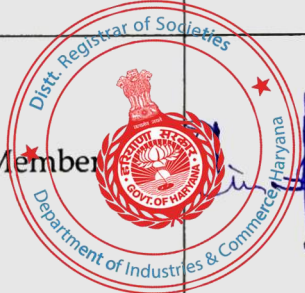

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6. GOVERNING BODY

The names, addresses, occupations of Members of the Governing body, to whom the management of the Society shall be entrusted, are as follows:-

Sr. No.	Name S/o, D/o, W/o	Address with H. No., Ward No., Telephone No.	Occupation	Designation in Society	Signatures
1.	Suneet Puri S/o Mr. Chaman Lal Puri	Flat No. -2404, Tower - WT-03, Windchants, Sec-112, Gurugram - 122017 Mob - 9560454296	Service	President	
2.	Vaibhav Kumar Shivhare S/o MR. Surender Singh Shivhare	Flat No. -0404, Tower - WT-07, Windchants, Sec-112, Gurugram - 122017 Mob - 9818559575	Service	Secretary	
3.	Mr. Mamta Malik W/o Mr. Sachin Malik	Flat No. -1101, Tower - WT-07, Windchants, Sec-112, Gurugram - 122017 Mob - 9845162343	Service	Member	
4.	Mr. Vipul Jain S/o Mr. Jinender Jain	Flat No. -0601, Tower - WT-07, Windchants, Sec-112, Gurugram - 122017 Mob - 9998466565	Service	Treasurer	
5	Mr. Eric Pardip Mall S/o Late Mr. Joseph Mall	Flat No. -2002, Tower - WT-05, Windchants, Sec-112, Gurugram - 122017 Mob - 9810799047	Retd.	Member	 
6	Mr. Dharam Vir Chhikara S/o Mr.	Flat No. -1501, Tower -	Retd.	Member	

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	Rup Chand Chhikara	WT-01, Windchants, Sec-112, Gurugram - 122017 Mob - 9971233102			
7	Mr. Amit Khurana S/o Late Mr. H. S. Khurana	Flat No. -2002, Tower - WT-03, Windchants, Sec-112, Gurugram - 122017 Mob- 9810318480	Business	Member	

The names, addresses, occupations and designation of the present Governing Body members unanimously elected, to whom the management and affairs of the society has been entrusted, as required under the Haryana Registration & Regulation of Societies Act, 2012 as applicable to the State of Haryana, are as under:-

7. DESIROUS PERSONS:

We, the undersigned desirous of forming a society named **WINDCHANTS CONDOMINIUM ASSOCIATION**. under the Haryana Registration & Regulation of Societies Act, 2012 as applicable to State of the Haryana, in pursuance of this Memorandum of the Society.

Sr. No.	Name S/o, D/o, W/o	Address with H. No., Ward No., Telephone No.	Occupation	Designation in Society	Signatures
1.	Suneet Puri S/o Mr. Chaman Lal Puri	Flat No. -2404, Tower - WT-03, Windchants, Sec-112, Gurugram - 122017 Mob - 9560454296	Service	President	
2.	Vaibhav Kumar Shivhare S/o MR. Surender Singh Shivhare	Flat No. -0404, Tower - WT-07, Windchants, Sec-112, Gurugram - 122017 Mob - 9818559575	Service	Secretary	

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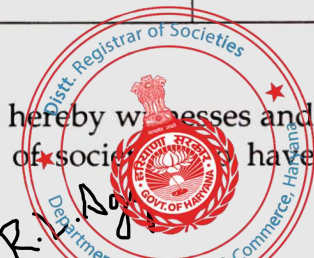
3.	Mr. Mamta Malik W/o Mr. Sachin Malik	Flat No. -1101, Tower - WT-07, Windchants, Sec-112, Gurugram - 122017 Mob - 9845162343	Service	Member	<i>mamta Malik...</i>
4.	Mr. Vipul Jain S/o Mr. Jinender Jain	Flat No. -0601, Tower - WT-07, Windchants, Sec-112, Gurugram - 122017 Mob - 9998466565	Service	Treasurer	<i>[Signature]</i>
5	Mr. Eric Pardip Mall S/o Late Mr. Joseph Mall	Flat No. -2002, Tower - WT-05, Windchants, Sec-112, Gurugram - 122017 Mob - 9810799047	Retd.	Member	<i>[Signature]</i>
6	Mr. Dharam Vir Chhikara S/o Mr. Rup Chand Chhikara	Flat No. -1501, Tower - WT-01, Windchants, Sec-112, Gurugram - 122017 Mob - 9971233102	Retd.	Member	<i>[Signature]</i>
7	Mr. Amit Khurana S/o Late Mr. H. S. Khurana	Flat No. -2002, Tower - WT-03, Windchants, Sec-112, Gurugram - 122017 Mob- 9810318480	Business	Member	<i>[Signature]</i>

I, Roop Lal Aggarwal, Advocate, Mini Secretariat, Gurgaon do hereby witness and identified the signatures of above named persons/members of society have signed in my presence.

Place: Gurgaon
Dated:

ROOP LAL AGGARWAL
ADVOCATE, GURGAON.

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**RULES AND BYE LAWS
OF
WINDCHANTS CONDOMINIUM ASSOCIATION.**

1. **Short title and Application:**

- (i) These bye-laws may be called the Bye-laws of the Association of Apartment Owners of the "Windchants Group Housing Complex"
- (ii) These bye-laws shall apply to the members of the Association of Apartment Owners of the "Windchants Group Housing Complex" situated at Sector-112, Gurugram, Haryana.
- (iii) All present owners, their successors-in-interest, tenants, future tenants or their employees or any other person who may use the facilities of the Housing Complex in any manner shall be bound by these the provisions set forth under these Bye-laws.
- (iv) The acquisition of ownership or on rent of any independent dwelling units (hereinafter referred to as "Dwelling Unit") of the Complex or act of occupancy of any of the said units will signify that these bye-laws are accepted, ratified and will be complied with.

2. **Definitions:**

Unless otherwise specified, all words and phrases used in these byelaws shall have the same meaning as ascribed to them under the Haryana Registration and Regulation of Societies Act, 2012 and the rules framed there under and the Haryana Apartment Ownership Act, 1983.

3. **Haryana Apartment Ownership Act, 1983**

The housing complex raised at Windchants Group Housing Complex, Sector 112, Gurugram, Haryana and known as the **Windchants Group Housing Complex** is submitted to the provisions of the Act and the rules made there under.

4. **Affiliation**

Should there be any Federation of apartment owners in the district in which the **Windchants Group Housing Complex** is situated, the Association may become a member thereof and pay the sums from time to time payable to such Federation under the rules thereof.



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Chapter II

Membership and the Association of Apartment owners

5. Terms of admission of Members

- (i) Every person who owns an apartment in the Windchants Group Housing complex shall be a member of the Association. The membership of Association shall be finalized on the basis of conveyance deed and apartment deed or as per law before conducting election in the Association by approving the list of members from the office of District Registrar, Societies, Gurugram each member shall pay a sum of **one hundred rupees** as membership fee as and when enrolled as member in the Association.
- (ii) Each owner, on being a member, shall be allotted his share of the face value in respect of the each of the Dwelling Units under his ownership. Every apartment owner must hold at least one share of the Association and the Joint owners shall hold the share jointly.
- (iii) Each apartment owner shall receive a copy of the bye-laws in electronic form for their reference, of which a hard copy may also be supplied on demand on payment of R.100/-.
- (iv) Upon any apartment owner transferring his/ her apartment by way of any will, gift or sale, or an apartment becoming liable to transfer on account of natural inheritance, the successor-in-interest shall become a member of the Association and shall be admitted as a member on payment of the applicable membership fee.

Provided that any transfer of the apartment by way of sale to a third party, other than those involving family transfers, shall require prior approval of the Association.

Further provided that wherever the Association permits any such transfer, the seller/ transferor or the buyer / transferee, as mutually settled between the parties, shall be liable to pay a one-time transfer fee of rupees 10,000/-.

- (v) On the death of an apartment owner, the apartment shall be transferred to the persons or persons to whom the owner bequeaths the same by his or her nomination or will or to the legal heirs of his or her estate, in case he or she has not made any specific bequest of the apartment:
- (v) Where any legatee is a minor, the apartment owner shall appoint a guardian of such minor to exercise powers and perform the functions required under these bye-laws.



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6. Joint Apartment Owners

Where an apartment has been allotted in favour of two or more persons jointly, they may be jointly entitled to the ownership of the apartment and the share of the Association in such case may be issued in their joint names. However, the person whose name stands first in the share certificate shall have the right to vote;

Provided that such person, whose name stands first in the share certificate, may transfer such right of vote to any one of the other joint owners.

7. Disqualifications

No apartment owner shall be entitled to vote on the questions of the election of members of the Board or the President, Secretary, Treasurer or any other office bearer or be entitled to stand for election to such office if he or she is in arrears of any payment to the Association on account of common maintenance charges, utility bill payments, common areas user charges etc. on the first day of the month of the election for more than 60 days.

8. Powers, Functions and Duties of Association:-

- (i) The Association will be responsible for complete administration of the common facilities and services of the apartment complex and shall be competent to exercise all powers in this behalf e.g. preparation and approval of the annual budget, determination and collection of monthly contributions from the members, placing demand for any additional contribution occasioned by any unforeseen liability, interacting with all government or semi-government agencies etc. in furtherance of the overall management of the apartment complex in an efficient manner.
- (ii) Except as otherwise provided, resolutions of the Association shall require approval by a majority of owners, present and voting, casting their votes in the manner provided in clauses 17 and 18 of the bye-laws.

9. Place of meetings –

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Meetings of the Association shall be held either at the Housing Complex or any suitable place convenient to the owners as may from time to time be designated by the Association.

10. **Annual General Meeting**

- (i) The Annual General Meeting of the Association shall be held every year any time during the second quarter of the financial year (July to September) so as to consider, approve and adopt the annual accounts of the Association and transact all such business as it may be required to do.

11. **Extra-ordinary or Special General Meetings**

- (i) The Association may hold its extra-ordinary or special general meetings as and when required.

Provided that the Board of Managers shall convene a special or extraordinary general meeting of the Association upon a requisition signed by 1/3rd of the members, or as & when so directed by the District Registrar of Societies or any other officer duly authorized by them under the relevant statutes in this behalf.

- (ii) The notice of any special general meeting shall state the date, time and place of such meeting and the purpose thereof.

12. **Notice of Meetings**

- (i) A notice of 14 days, indicating the time, date and venue, shall be given to the members for any general meeting.

Provided that such notice may be of a shorter duration if not objected by at least 1/3rd of the members.

- (ii) The notice of any general meeting sent by electronic mail to the email ID of the members shall be an accepted mode of service of such notice.
- (iii) A copy of the notice of every general meeting, annual or special shall also be endorsed to the office of the District Registrar and of the Housing Commissioner, as the case may be. A hard copy of the said notice may be sent to the concerned office of District Registrar, if these offices are not electronically connected and a copy of the same shall be affixed at the notice board of the housing complex.



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13. **Quorum and Voting**

- (i) The quorum for every general meeting, annual or special, shall be 40% of the members.

Provided that in case the meeting of the General Body is adjourned for want of the quorum, the quorum for an adjourned meeting shall not be less than twenty-five percent of the members entitled to vote and present in person subject to a minimum of four:

Provided further that in case such Meeting is adjourned for a second time for want of the reduced quorum of 25% (twenty-five) percent, the quorum for such adjourned Meeting shall be 15% (fifteen percent) of the Members entitled to vote and present in person subject to a minimum of 4 (four).

- (ii) There shall be one vote for each apartment/Dwelling Unit, which may be exercised by the joint member on authority of the member.
- (iii) Every vote, be it exercised by the member or by the duly authorized joint member, shall be cast in person.

Provided that the member may communicate such authority in favour of the joint member through electronic mail with a copy thereof duly endorsed to the Secretary of the Association.

14. **Adjourned Meetings. –**

- (i) A general meeting of the Association may be adjourned if the quorum for such meeting is not complete.
- (ii) It shall be competent for the Board of Managers to convene an adjourned general meeting after a gap of not less than 48 hours of the meeting first convened and adjourned.
- (iii) If no quorum is present in the adjourned meeting, a total of members present shall constitute the quorum and the matters decided.

15. **Order of Business**

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The order of Business of any general meeting, annual or special, may be decided by the Board of Managers or the members as deemed appropriate.

16. Special Resolution

Any matter required to be resolved through a Special Resolution may be decided at any general meeting, annual or special, which is attended by at least 40% of the total members and the proposal is approved by 3/5th of the members present and voting.

Chapter III

Office-bearers of the Association, election and their duties

17. Office-bearers of the Association, tenure and their Election

- (i) The office-bearers of the Association shall consist of a President, a Secretary, and a Treasurer.
- (ii) The office-bearers of the association shall be elected, as and when it becomes due, by the Association of Owners at its Annual General Meeting.
- (iii) The term of office of the office-bearers of the Association shall be three years.

18. Resignation, Suspension and Removal of Officer-bearers. –

- (i) An office-bearer of the Association may, of his own volition, resign from such position at any time.

Provided that the Board of Managers may, if considered unavoidable, require such office-bearer to continue to discharge his functions till such time his substitute is duly elected at a general meeting of the Association.

- (ii) In case a majority of the Board of Managers express their lack of confidence in any office-bearer, for whatsoever reason, they shall be competent to suspend such office-bearers from office. Such suspension shall be in force till the matter is considered at the general meeting of the Association for his removal and so resolved.



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Provided that the Board of Managers shall convene a meeting of the Association of Owners as soon as possible, but not later than 45 days of such decision, to consider the removal of such office-bearer.

- (iii) The successor of any office-bearer removed from the office shall be elected at the same meeting of the Association.

19. **President of the Association**

- (i) The President shall be the Chief Executive Officer of the Association and shall preside over all meetings of the Association and of the Board of Managers.
- (ii) The President shall have all the general powers and duties which are usually vested in a Chief Executive of an organisation, including but not limited to the powers to constitute sub-committees of members for attending to various tasks in furtherance to the aims and objects of the Association.

20. **Secretary**

- (i) He shall be the overall in-charge of the secretarial functions of the Association and the Board of Managers;
- (ii) He shall issue notices for the meetings of the Association, the Board of Managers, record the proceedings of all such meetings and maintain various registers as are required to be maintained in this behalf.
- (i) He shall be the custodian of all such books and records of the Association and the Board of Managers, as the Board may direct.

21. **Treasurer**

- (i) He shall be responsible for management of the finance and accounts of the Association, receipts and expenditure, bank accounts, maintenance of all books of account, investment of surplus funds and audit of the accounts of the Association.
- (ii) He shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association, in



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such depositories, as may from time to time be decided by the Board of Managers.

Chapter IV

Constitution of the Board of Managers, its functions and powers

22. Board of Managers and its mandate

- (i) The affairs of the Association shall be managed by a 'Board of Managers', who shall be elected by the members of the Association for a term of three years, and may be referred to as the 'Board' hereinafter.
- (ii) The office-bearers of the Board of Managers shall be the office-bearers of the Association also.
- (iii) The Board of Managers shall act as the trustees of the members of the Association and be responsible for the overall management of the assets of the Association, operation and management of all its common facilities and the housing complex as a whole, and shall exercise all powers as are required to be exercised in the efficient discharge of its functions and responsibilities;
- (iv) The Boards of Managers shall discharge its functions and duties following the principles of collective responsibility and the designations of any office bearers are not meant to create any hierarchy;
- (v) The Board of Managers may appoint such sub-committees of members from time to time, as may be considered necessary, with such terms as it may deem appropriate in exercise of powers and discharge of duties for the administration of the affairs of the Association.
- (vi) The Board may co-opt or appoint such persons as members of any such subcommittee who possess special knowledge of the area to provide any expert assistance to any such committee.
- (vii) Any sub-committee appointed by the Board, with or without any expert, shall submit its report to the Board, upon which the Board may take such action as deemed appropriate.



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23. The Board shall be responsible for preparation of the Annual Accounts and shall present an Annual Report of its activities before the Association in its Annual General Meeting.

24. **Duties, functions and powers of the Board**

The Board shall, in addition to the duties and responsibilities assigned under these bye-laws or by resolution of the Association, be responsible for the following, among other things:

- (i) The care, upkeep and surveillance of the complex of the Windchants and the common areas and facilities and the restricted common areas and facilities;
- (ii) Determination and collection of the maintenance charges and other charges as may be applicable from the apartment/Dwelling Unit owners;
- (iii) Raise bills, receive the amount and deposit the same with the appropriate authority on account of monthly water and electricity bills etc.;
- (iv) Levy and collection of user charges for use of restricted common facilities as may be decided by the Association from time to time;
- (v) Designation, employment, payment of remuneration and dismissal of personnel or service provider(s) necessary for the maintenance and operation of the complex of the Windchants its common areas and facilities and the restricted common areas and facilities;
- (vi) Provide for the manner in which the accounts of the Association shall be maintained and its audit shall be carried out;
- (vii) Inspect and examine the records and accounts kept by or under the supervision of the Secretary and/or the Treasurer so as to ensure that these are maintained in the manner as prescribed;
- (viii) Take steps for timely payment of all obligations and the recovery of all sums, from the apartment owners, due to the Association;
- (ix) Approve or sanction working expenses, maintenance of the Association and deal with other miscellaneous business;
- (x) Ensure that the cash book is written promptly and is signed daily by one of the members of the Board authorized in this behalf;



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- (xi) Appropriately deal with the complaints concerning the above;
- (xii) Perform all other functions as may be decided, from time to time, by the Association for the maintenance, repair and replacement of the fittings, fixtures, appurtenances or other property requiring maintenance, repair and replacement comprised in common areas and facilities and the restricted common areas and facilities.

25. **Restrictions for an office-bearer or member from receiving any benefits**

No office-bearer or member of the Association or the Board of Managers shall be appointed to any salaried office of the Society/Association, and shall not be paid any fees or remuneration for the services rendered by him;

Provided that the office-bearers and/or the members shall be entitled to claim reimbursement of actual travel and out of pocket expenses incurred by them in connection with any work related to the Association, and interest on any money lent to the society for overcoming any temporary requirements.

27. **Vacancies in the Board of Managers**

Any vacancy in the Board, caused by any reason other than the removal of an office bearer, may be filled-up by the remaining office-bearers of the Board by nomination as an intervening measure, which shall be placed before the Association in its next general meeting for ratification or election of such office-bearer.

28. **Engagement of Agencies, Service Provider, Estate Manager and other officials**

- (i) The Board may engage one or more service providing agencies for performance of such functions or delivery of such services and for such compensation as it may determine for the purpose.
- (ii) The Board may engage or employ individuals, on full-time or part-time basis in the employment of the Association for remuneration or compensation as determined by the Board and performance of such duties and services as may be determined by the Board.



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- (iii) The Board may require all or any of the employees of the Association to furnish a fidelity bond.

Chapter V

Meetings of the Board of Managers – Notices, Agenda, Quorum, and Proceedings

29. Meetings of the Board of Managers

- (i) The first meeting of the newly elected Board shall be held within 30 days of such election at such place as shall be fixed by the Board.
- (ii) The Board of Managers may hold its meeting as and when required subject to the condition that it shall hold a minimum of one meeting in a financial year.

30. Notice for the Meetings of the Board of Managers

Every meeting of the Board shall entail a notice of at least three days, circulated in electronic or physical mode, as the case may be, along with the tentative agenda of the business to be transacted at such meeting.

Provided that the notice period may be waived in emergent circumstances if a majority of the office-bearers agree to hold the meeting at a shorter notice.

31. Quorum

At least 1/3rd of the members of the Board shall constitute the quorum for any meeting.

32. Proceedings of Meetings

- (i) Proceedings of each and every meeting of the Board of Managers shall be recorded by the Secretary and signed by the Secretary and the President;
- (ii) The proceedings of meetings, signed by the Secretary and the President, shall be maintained in the form of a register of proceedings;



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- (iii) The proceedings may be circulated amongst the Board members by electronic mode and hard copies thereof shall be endorsed to concerned authorities, as required.

Chapter VI Funds, Accounts and Audit

33. **Funds:** The Association may raise funds through all or any of the following sources, namely: -
- (i) Transfers from the savings available in the Capital Account of the Windchants Residents Welfare Association, if any;
 - (ii) Membership fee and by issue of shares;
 - (iii) Contributions, assessments, user charges and donations from the apartment owners;
 - (iv) Revenue Surpluses which may form the nucleus of the Reserve Fund;
 - (v) Loans, if necessary, subject to such terms and conditions as the Association may determine with the approval of the Competent Authority in this behalf.
34. **Investments** - The Association may invest or deposit its funds in one or more of the following:-
- (i) In a Co-operative Bank or a Scheduled Bank or a Post-office Savings Account, or
 - (ii) In any of the securities specified in Section 20 of the Indian Trust Act, 1982; or
 - (iii) In any other manner as resolved by the Association.
35. **Deployment of funds**

The income and property of the Association shall be applied wholly towards promotion of the aims and objects of the Association as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, to the members of the Association.



Classification : Internal

36. Maintenance of Accounts

- (i) The Association may open separate bank accounts for separate purposes and maintain proper accounts of credits to and debits from each such account.
- (ii) The Secretary or the Treasurer may keep an amount, in cash at all times with them or with the Manager in order to defray any or all such petty expenses for which payments may not be feasible through bank instruments.
- (iii) All payments in so far as possible, shall be made by cheque signed by the Secretary and the Treasurer of the Association.
- (iv) Cheques for any payment shall be signed jointly by the Secretary and the Treasurer.
- (v) The Board of Managers shall maintain a pass-book in respect of every member in electronic or physical form containing particulars of the amount due from a member (in respect of common maintenance charges, utility bills, user charges, or any other demand), the payments made, the balance towards or against the member/ Association, as the case may be. Copies of the accounts so maintained shall be made available to the members on demand during the Annual general Meeting of the Association or at any stage, for which the Association may or may not determine a fee.

37. Annual Accounts

- (i) The Board of Managers shall prepare annual accounts of the Association as at the end of a financial year, as soon as possible, but in any case on or before the 30th June of the following year.
- (ii) The Annual Accounts shall contain (a) the receipts and expenditure statement of the previous financial year; (b) surplus or deficit account; and (c) a summary of the property and assets and liabilities of the common areas and facilities of the Association giving such particulars as will disclose the general nature of these liabilities and assets and how the value of fixed assets has been arrived at.

38. Audit of Accounts



Classification : Internal

- (i) The Annual Accounts shall be submitted for Audit by a Chartered Accountant engaged by the Board, such Chartered Accountant not being a member of the Association or a close relative of any of the members;
- (ii) The Auditors shall audit the accounts of the Association, with or without any qualifications, and submit their report thereon.
- (iii) The audited financial statement shall be open to inspection by any member of the Association during office hours and in the office of the Association and a copy thereof shall be placed before the Annual General Meeting for its approval and adoption not later than 31st of August of the year.
- (iv) Every financial statement shall be accompanied by a complete list of the apartment owners, along with the amount receivable from or payable to the members.
- (v) A copy of the Annual Audited Accounts shall be filed in the office of the District Registrar in the form and manner prescribed under the relevant law.

39. Appointment of Auditor and related matters.

- (i) The Association shall appoint a registered Chartered Accountant or a firm of Chartered Accountants as the auditor at its Annual General Meeting along with the determination of the remuneration there for.
- (ii) The Board of Management shall extend full assistance to the Auditor and make all such documents and records available to him as may be required for the same;
- (iii) The Auditor shall conduct the audit of the accounts of the Association in accordance with the accepted Accounting Standards, along with or without any qualifications or advisory to the Association for the proper upkeep of accounts.
- (iv) The Auditor shall be entitled to call for and examine any papers or documents belonging to the Association covering the complete scope of activities of the Association.

Chapter VII

Mortgages

Classification : Internal



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40. Notice about Mortgage and related information

- (i) A member, who mortgages his or her Dwelling Unit in favour of any financial institution, shall notify the Association through its Secretary, the name and address of his or her mortgagees, and the Association shall maintain such information in a book entitled "Mortgagees of Units."
- (ii) The member shall also notify the Association about the status of mortgage of the Dwelling Unit, and its vacation.
- (iii) The Association may, at the request of the Mortgagee of a unit, report any unpaid assessments or charges due from the owner of such Dwelling Unit.

Chapter VIII

Determination of contributions from Members for Common Maintenance of facilities, user charges and utility payments

41. Members to contribute for Various charges

- (i) The Association shall determine the rates of various charges to be contributed by the members on account of all or any of the following:
 - (a) Charges for the maintenance of common areas and facilities e.g. security, cleaning, garbage disposal, horticulture, electrical and plumbing services, AMCs of various facilities e.g. lifts, Gen-set etc.;
 - (b) Charges for use of common facilities e.g. Gym, Indoor games, lounge, terrace with lounge, club, swimming pool, common kitchen area, lawns etc.;
 - (c) Utility charges i.e. electricity bills of individual dwelling units (if the power is being supplied to the Association Complex from a HT Connection), water charges etc.;
 - (d) Contribution to the Reserve Fund for meeting repairs and renovation works required for the common areas of the complex;



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- (e) Costs towards payment of insurance premium to cover the risk against various eventualities e.g. fire, earthquakes, calamity, strike by any terrorist action etc.;
 - (f) Any taxes or fees or cess payable to the local Municipal Corporation;
 - (g) Any other charges not specifically covered under the above.
- (iii) All expenditure incurred on the maintenance of the common facilities and services of the housing complex shall be recoverable from and payable by the members on a prorated in a uniform manner.

Chapter IX

Obligations of the Apartment Owners

42. Obligation to timely payment of all charges and contributions

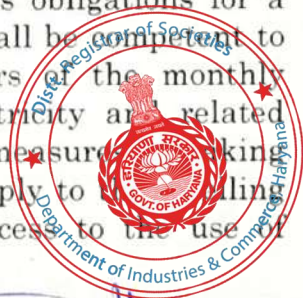
Each and every owner of an apartment in the Housing Complex, who is a also member of the Association, shall be under obligation at all times to pay the common maintenance charges and user charges as determined by the Association from time to time and the utility bills in respect of electricity and water consumption without being in arrears.

43. Observance of duties and responsibilities

The apartment owners shall be obliged to observe their duties and obligations as set out herein and any violation of the same shall make them liable to fine and /or for forfeiture of their rights as may be determined by the Association at its meeting or by any special committee appointed by them in this regard.

44. Enforcement of obligations

In case any member is in arrears of payment of his obligations for a period of 60 days or more, the Board of Managers shall be competent to take all measures for the recovery of such arrears, the monthly maintenance charges, or monthly utility bills (electricity and related charges) and other user charges, including coercive measures, including recourse to disconnection of electricity and water supply to the unit, blocking its sewage outflow, and denial of access to the use of common facilities including the lifts.



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45. **Maintenance and repairs of individual dwelling units**

- (i) All repair, renovation and replacement of internal installations within the area of the individual dwelling unit e.g. water, light, gas, power, sewage, telephones, air-conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be carried out by the apartment owner at his own expense;
- (ii) Every apartment owner shall promptly undertake the maintenance and repair work in respect of any installation within his own Dwelling Unit, which if not attended promptly, may have an adverse effect on the Dwelling Units of other members or the common areas of the housing complex;
- (iii) Should there be caused any damage or injury to the common areas or facilities in the process of internal works in any apartment, the owner shall either get the same restored to its condition at his own expense or be liable to pay and reimburse the expenditure incurred by the Association on getting such damages repaired.
- (iv) The apartment owner 'A' shall either reimburse and compensate the owner of another apartment 'B' for any damage or injury caused to his (B's) apartment in the process of repairs carried out in his (A's) apartment or get the same repaired at his cost to the satisfaction of the affected owner.
- (v) No apartment owner shall make any structural modifications or alteration in his/her unit or installations located within the apartment without previously notifying the Association in writing, through the Secretary of the Board, and securing prior permission of the Board and maintenance agency for such modifications and alterations.

Provided that the elevation and engineering structure of the building will not be changed under any circumstances.

Provided further that any change affecting any other apartment will not be permitted.

- (vi) The Board shall respond to any request received under clause (iii) above at the earliest but not exceeding thirty days. If no response is received to the contrary within 30 days, it shall be deemed that there is no objection to the proposed modification, alteration or installation.



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46. Use of Independent units and liability for violation

- (i) All the apartments/ Dwelling Units shall be used for residential purposes only as permissible under the regulations of the competent Authority from time to time.
- (ii) Any financial or other liability arising out of violation of the usage condition shall have to be borne by the apartment owner who violates this condition;

47. Use of Common areas and facilities and restricted common areas and facilities.

- (i) No member shall place or cause or allowed to be placed any furniture, packages or objects of any kind in the lobbies, vestibules, stairways, elevators and other areas of the Windchants Housing Complex and facilities of a similar nature both common and restricted, that may impede or expected to impede the smooth movement of persons or goods or may cause inconvenience to the residents.
- (ii) The common or restricted areas shall not be used for any purpose e.g. storage or construction work, except where specifically authorized by the Association, other than for normal transit and circulation.
- (iii) The Windchants Group Housing Complex has provision for elevators earmarked for the use of apartment owners/ tenants and their guests and elevator earmarked for freight service or auxiliary purposes.
- (iv) Owners, tenants and their workmen shall use the freight or service elevator only for carrying any packages, merchandise or construction material or any such other objects which may effect the comfort or well being of the passengers of the elevators dedicated for the use of owners, occupants and guests. The users shall exercise due care and caution and ensure that no damage or defacing is caused to any of the lifts during the use thereof.

48. Right of access and entry in emergency and normal conditions

- (i) Every apartment owner shall ensure unhindered access to the Board Manager, maintenance agency or any workmen employed by



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the Board or maintenance agency to attend to any emergent situation arising from electrical installations or any such thing which might threaten the safety of his apartment or any other apartment whether in his presence or absence.

- (ii) An owner shall permit other owners or their representative, when so required, to enter his Dwelling Unit for the purpose of installation, alteration, or repairs to the mechanical or electrical services, provided, that requests for entry are made in advance and that such entry is at a time convenient to the owner; but in case of emergency, such right of entry shall be immediate.

49. Code of Conduct for the apartment owners/ residents

- (i) It shall be the responsibility of every apartment owner/ resident to ensure that:
- (a) his/ her apartment is not used for any unlawful, illegal, immoral or anti-national activity;
 - (b) the laws, rules and instructions of the police and or any law enforcement agency regarding verification of their tenants and foreign nationals are duly complied with.
- (ii) All the apartment owners and/or residents including the tenants of the Windchants Group Housing Complex and their domestic help, if any, are obliged to maintain at all times a wholesome family environment in the complex.
- (iii) No owner or resident of the Windchants Group Housing Complex shall post any advertisement or posters of any kind in or on the building except as authorized by the Association.
- (iv) The apartment owners/ residents may notify the security staff at the gate in advance if they are expecting any guests or any maintenance staff or any other person. The guests, visitors and maintenance workers etc. are required to sign the visitor's register at the entrance gate, failing which entry to the Housing Complex may be denied by the Security staff.
- (v) Consumption of alcohol or any intoxicants etc. by the residents and/or their guests and domestic staff in the common areas and smoking in the lifts is strictly prohibited.



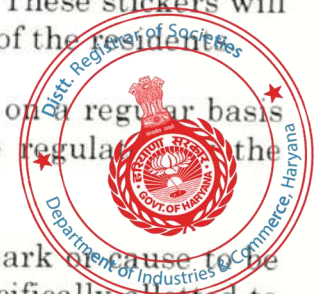
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(vi) The apartment owners/ residents shall:

- (a) contain and confine the noise level caused by any construction, maintenance and repairs in any apartment or use of musical instruments, radios, television, amplifiers and any other devices so as to ensure that other residents are not disturbed in peaceful enjoyment of their privacy;
- (b) ensure that the domestic pets, if any, are kept strictly following the safety & sanitation norms, and managed & maintained as per the Municipal bye-laws or regulations;
- (c) not dust rugs, carpets etc. from the windows and balconies, or to clean rugs, carpets etc. by beating on the exterior part of the buildings of Windchants Group Housing Complex;
- (d) not throw or drop any garbage or trash or litter outside the disposal installations provided for such purpose in the service areas or any water from the windows/ balconies etc;
- (e) collect all garbage or solid/ semi solid municipal waste in a container and dispose it off in the Municipal dust-bin, if no such installation is provided;
- (f) lay or install or cause to be laid/ installed any wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc. on the exterior of the Complex building or that protrude through the wall or the roof of the building except as authorized by the Association.

50. **Parking of Vehicles:** The apartment owners/ residents/ tenants shall follow the following guidelines in this behalf:

- (i) As car parking slots are earmarked for each apartment, parking stickers shall be issued for each apartment for regular overnight parking of vehicles inside the building complex. These stickers will be displayed on the front windscreen of the cars of the residents.
- (ii) Entrance and parking of any additional vehicle on a regular basis for any apartment inside the Complex will be regulated by the Board of Managers.
- (iii) It is expected that every owner/ resident shall park or cause to be parked his cars at the assigned parking slot specifically allotted to an apartment.



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- (iv) All the apartment owners and residents are expected to ensure that their vehicles or taxis are not parked in the main drive-way except for drop and pick-up facility of the passengers;
- (v) The rear setback area of the complex may be used as the floating car parking space during the day time only;
- (vi) No owner or resident shall park or allow his vehicles to be parked in the drive-ways/ pathways demarcated for the movement of vehicles in the basement, or park two-wheelers in the area earmarked for four-wheelers.
51. Domestic Staff (servants, drivers, cleaners, cooks and domestic workers etc.
- (i) Apartment owners/ residents are required to get the servants, drivers, cleaners, cooks and domestic workers (henceforth to be referred as the domestic staff) employed by them verified by the local police and to submit a copy of the police verification to the Board. Entry to the Housing Complex may be denied to the domestic staff not verified by the local police.
- (ii) The names and other particulars of the servants, drivers and domestic staff employed by the residents should be supplied by them to the Board. The Board shall issue identity cards to them that must be carried by the domestic staff while in the Complex. On termination of the employment of any member of their domestic staff, it shall be the responsibility of the owner/resident to inform the Board and to return the identity card.
- (iv) The domestic staff is prohibited from using the common areas of the housing complex for recreation, assembly or sitting unless accompanied by the residents. Domestic staff will use only the areas earmarked for them in the Complex area.

Chapter X

Other General matters

52. Compliance

These bye-laws are set forth to comply with the requirements of the Haryana Registration and Regulation of Societies Act, 2012 and the provisions of Haryana Apartment Ownership Act, 1983 and the rules framed there under. In case of any inconsistency between these bye-laws



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and the provisions of the said Acts, the provisions of the HRRS Act will apply.

53. Seal of the Association

The Association shall have a common seal which shall be in the custody of the Secretary and shall be used only under the authority of a resolution of the Board of Managers and every deed or instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of the Board and the Secretary or any other person authorized by the Association in that behalf.

54. Amendment of the Memorandum and/ or Byelaws of the Association

The Memorandum of Association or the Byelaws may be amended through a special resolution passed in a general meeting of the Association by 3/5th of the members present and voting.

Provided that where a member is unable to attend the meeting in person, he may communicate his concurrence or reservation to the amendment to the memorandum or the Bye-laws, as the case may be, by electronic means or letter at least one day prior to the date of the meeting, which shall be read out by the Secretary in the meeting.

55. Amalgamation or Dissolution of the Association

- (i) The Association of Apartment Owners of the is a body corporate with perpetual succession and not likely to be dissolved;
- (iii) The Association, may, however, amalgamate itself with any other Society with identical aims and objects through a special resolution passed in a general meeting of the Association and approved by at least 3/5th of the members present and voting.




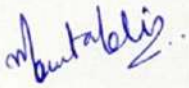


We, the several persons whose names & addresses are subscribed hereunder, certify the above to be the true copy of the Bye-laws of the society.

Signed by all the above Members on this day the _____ day of December, 1990



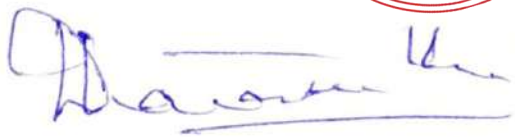

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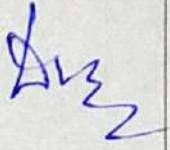

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Sr. No.	Name/Father's Name & Address	Occupation	Designation in Society	Date of Birth	Signatures
1	Suneet Puri S/o Mr. Chaman Lal Puri R/o Flat No. -2404, Tower -WT-03, Windchants, Sec-112, Gurugram -122017	Service	President	26.04.1969	
2	Vaibhav Kumar Shivhare S/o Mr. Surender Singh Shivhare R/o Flat No. -0404, Tower -WT-07, Windchants, Sec-112, Gurugram -122017	Service	Secretary	06.08.1979	
3	Mr. Mamta Malik W/o Mr. Sachin Malik R/o Flat No. -1101, Tower -WT-07, Windchants, Sec-112, Gurugram -122017	Service	Member	 08.06.1981	
4	Mr. Vipul Jain S/o Mr. Jinender Jain R/o Flat No. -0601, Tower -WT-07, Windchants, Sec-112, Gurugram -122017	Service	Treasurer	09.02.1967	
5	Mr. Eric Pardip Mall S/o Late Mr. Joseph Mall R/o Flat No. -2002, Tower -WT-05, Windchants, Sec-112, Gurugram -122017	Retd.	Member	18.07.194	



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6	Mr. Dharam Vir Chhikara S/o Mr. Rup Chand Chhikara R/o Flat No. -1501, Tower -WT-01, Windchants, Sec-112, Gurugram -122017	Retd.	Member	10.09.1955	
7	Mr. Amit Khurana S/o Late Mr. H. S. Khurana R/o Flat No. -2002, Tower -WT-07, Windchants, Sec-112, Gurugram -122017	Business	Member	30.07.1977	

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